

TERMS & CONDITIONS

Owner & Solid Rock Custom Construction ("SRCC") agree to the following terms & conditions:

1. Price. Owner agrees to pay SRCC according to the schedule outlined on the front PROPOSAL/ESTIMATE. Owner agrees to pay SRCC in progress payments for all work completed. Unless specified, payments will be due upon notice - final payment shall be made within seven days after substantial completion of the Contract & submission of the final invoice to the Owner.

2. Limited Warranty & Exclusions of Limited Warranty. See below.

3. Time. Time is of the essence of this Contract. SRCC shall provide the owner with a progress & estimated completion schedule & shall reasonably conform to that schedule, including any changes to that schedule agreed to between the Owner & SRCC or required by circumstances beyond SRCC's control.

4. Improper Maintenance. Defects or failures caused by mistreatment, neglect or improper maintenance with incorrect cleansers or cleaning techniques shall void the warranty & shall be repaired at the Owner's expense. Maintenance instructions for all countertop, hardwood floor, tile and stone, decorative concrete, painting, &/or drywall ("Surface(s)") are provided at www.solidrockcustomconstruction.com & are hereby made a part of the Contract. All warranties shall become void, if during the warranty period, work is performed on the Surface by anyone not authorized by SRCC.

5. Damages Outside of Our Control. SRCC shall NOT be liable for damages to your Surfaces caused by situations out of our control, such as damage due to other trades &/or damage occurred after SRCC has completed its original labor/installation, cracks or house settlement shifts, stains due to improper maintenance, high heels, animals, children, do-it-yourself installations, fires, heat, tornados, other acts of nature, or any other chemical or physical use or abuse. If a repair is requested due to one of the above situations, it will be completed at the Owner's expense.

6. No Implied or Expressed Warranty of Merchantability or Fitness. No implied or expressed warranty of merchantability or fitness for any particular purpose is covered by this warranty except as expressly stated herein. SRCC shall NOT be liable for any other costs, attorney's fees, expenses, losses or direct, incidental, or consequential damages arising out of the use or inability to use your Surface. SRCC's obligation is limited solely to the repair or replacement, including required labor charges of the SRCC Surface in question. Under no circumstances will SRCC's liability for defective goods or labor exceed the invoice price of such goods &/or labor.

7. Differing Site Conditions. SRCC shall promptly, & before the following conditions are disturbed, notify the Owner in writing of any:

- Hazardous material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject SRCC to legal liability.
- Subsurface or latent physical conditions at the site materially different from those indicated in the Contract documents; or
- Unknown physical conditions or other conditions at the site of an unusual nature, materially different from those ordinarily encountered & generally recognized as inherent to the work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve hazardous material, the Owner shall make an equitable adjustment in the Contract Price & the Contract Time for such work by issuing a change order.

8. Changes in Work. The work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify SRCC of such changes by delivery or written notification along with applicable revised drawings, specifications, exhibits, or written orders. SRCC shall submit to the Owner, within a reasonable time, a detailed estimate with any adjustments to the Contract price & time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract. SRCC shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, the changes to the Contract price & the Contract time.

9. Suspension of Work. SRCC, at its discretion, may suspend work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to SRCC, until such payment is made; (2) a dispute over payment for extra work, different site conditions, changes by Owner or other circumstances beyond SRCC's control if such circumstance will cause SRCC to suffer substantial financial hardship if SRCC is required to continue the work; or (3) Owner's failure to provide Owner's ability to pay SRCC for the work remaining to be performed by SRCC. Any suspension of work under this Contract will also suspend the progress & estimated completion dates set forth under Section 3.

10. Inspection of the Work. SRCC shall make the work accessible at all reasonable times for inspection by the Owner. SRCC shall inspect all material & equipment delivered to the job site by subcontractors to be used or incorporated in SRCC's work.

11. Damage from Masking Materials. SRCC will exercise reasonable care when masking materials are applied & removed; however, some loose paint may be damaged & SRCC shall NOT be responsible for such damage.

12. Site Preparation. Owner shall be responsible for site preparation, including removal or protection of all personal property in the area to be worked. SRCC shall NOT be responsible for removal or replacement of said items. Any delay to work commencement due to the site not being prepared shall entitle SRCC to an equitable adjustment in the Contract price & time.

13. Utilities. Owner agrees to furnish SRCC with water, electricity, & appropriate heating & cooling necessary for the contracted work. Any delay in providing such utilities shall entitle SRCC to an equitable adjustment in the Contract price & time.

14. Outside Materials. This limited warranty shall NOT apply to failure due to materials supplied by the Owner. In such cases, please consult with the appropriate manufacturer(s).

15. Permits & Regulations. Unless otherwise provided in the Contract, SRCC's work is limited to work of a non-permit nature. When necessary, SRCC shall obtain & pay for all required permits. SRCC shall give all notices & comply with all laws, ordinances, rules & regulations in completing the work.

16. Insurance. SRCC shall procure & maintain insurance of its operations under this Contract consisting of: (1) Worker's Compensation & Employer's Liability Insurance; (2) Commercial General Liability Insurance covering SRCC's operations; & (3) Automobile Liability Insurance for SRCC's owned automobiles.

17. Termination. Owner reserves the right to terminate the work for its convenience upon written notice to SRCC. In such an event, SRCC shall be paid its actual costs for the portion of the work performed to the date of termination, & for all of contractor's incurred costs of termination, including demobilization & any termination charges by vendors & subcontractors, plus 20% of all of SRCC's actual & incurred costs for overhead & profit. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to SRCC, then SRCC may terminate this Contract.

18. Mandatory Arbitration. SRCC & owner hereby agree that all controversies, claims or disputes between them arising out of or relating to this Contract, or the breach thereof, including without limitation, Contract, tort, or other controversies, claims or disputes, shall be arbitrated in Olathe, Kansas in accordance with the BBB Care program of the Better Business Bureau & the BBB Rules of Arbitration (Binding). Demand for arbitration may be made no later than the time that such action would be permitted under the applicable Kansas statute of limitations. Each party shall pay all of their own arbitration expenses, including, but NOT limited to arbitration fees, attorney fees, & experts fees. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

19. Photos. SRCC retains the right to obtain before & after photos of the work(site) for marketing & other internal purposes. These become property of SRCC.

SOLID ROCK CUSTOM CONSTRUCTION'S ("SRCC") LIMITED WARRANTY

General Warranty Guidelines

Your Surface is backed by our limited warranty under normal use. This non-transferrable warranty does NOT extend to third parties.

Details of the warranty are below, but the guiding principle of the warranty is as follows: "If there is something we did not do correctly & our deficiency causes a problem with your Surface within the respective time frame, we will remedy the problem & stand behind our product. Period."

Additional Warranty Terms

Countertops -SRCC, at its discretion, will repair or replace, without charge, the countertop piece if it fails due to any manufacturing defect during the FIRST YEAR after initial installation, except for damages outside of our control. The warranty is limited to edge fabrication & installation workmanship only. Warranty does NOT cover countertops that have been moved from their original installed location & it does NOT cover the natural characteristics of stone, which include, but are NOT limited to, color variations, water lines, micro-fissures, rust, or surface marks. Seams on outdoor installations are NOT covered. Due to the fact that granite is a product of nature & colors/patterns/fissures are completely out of our control, we cannot guarantee that materials shall be a 100% exact match to the balance of the project.

- Natural fissures in stone products are NOT structural defects.** As a natural product, granite, marble & stone products are also porous, which may cause dark spots & discolorations. These characteristics enhance the natural beauty of the stone & do not impair the durability of the product. SRCC expressly excludes from this warranty any discolorations, stains, dark spots or fissures which are naturally occurring in the products.
- Section 14 of "A Homeowner's Guide to Natural Stone Countertop Installation" published by The Marble Institute of America (found on <http://www.marble-institute.com>) describing fissures, cracks, chips & pitting is an integral part of this warranty.

- SRCC does NOT warrant granite to be free of hidden defects or flaws, & all granite is sold in "AS IS" condition.

Hardwood Floors - SRCC assures that the materials & workmanship used in any flooring installation, hardwood floor sanding & refinishing, wood floors stain, hardwood floor buffing or wood floors recoating conform to the guidelines set forth by the National Wood Flooring Association, the NOFMA or by manufacturers, & that any flooring product used by SRCC for installation or for hardwood floor refinishing meets or exceeds its standards of quality. SRCC does NOT guarantee any size or grade of hardwood flooring against cupping, buckling, warping, shrinking, insect infestation, or damage caused by moisture or water, including humidity. SRCC does warranty the finish of your hardwood floor up to ONE YEAR against peeling, cracking & chipping given the conditions of normal, residential usage. However, SRCC cannot guarantee any flooring against scratching, dulling finish, fading color &/or color changes. This limited warranty does NOT apply to any pre-finished material used in installation. For the warranty on pre-finished material, please consult the manufacturer. SRCC will NOT be held responsible for products that were installed with defects from other flooring companies, flooring manufacturers, individuals or contractors.

Tile and Stone - SRCC will cover replacement of any loose/cracked tiles, stones, or grout due to improper installation for ONE YEAR. Warranty will cover any discoloring of grout due to improper installation for up to ONE YEAR. Warranty will cover leaks in built tiled showers due to improper installation for up to ONE YEAR. Warranty is voided if shower was NOT built by SRCC - this includes installation of wall boards, pan, slope, mud bed, curb, waterproofing membrane, niches, & tile installation. Warranty is voided if grout is not sealed on a yearly basis. Warranty is limited to the replacement of cracked tiles or stones. SRCC will NOT be responsible for the availability of shade difference in the event of warranty work.

Painting - SRCC warrants work against peeling, chipping, or blistering of the newly applied paint or stain which can be the result of poor or improper workmanship for a period of ONE YEAR. If paint failure appears, SRCC will supply labor & materials to correct the condition without cost. This warranty excludes, & in no event will SRCC be responsible for consequential or incidental damages caused by accident or abuse, normal wear & tear, temperature changes, settlement or moisture; i.e., nail pops or cracks caused by expansion &/or contraction. Cracks will be properly prepared as indicated at time of job, but will NOT be covered under this warranty.

- Exclusions also include: painted or stained horizontal walking surfaces (i.e. decks, floors & steps), dirt & mildew accumulation, paint failure due to rotted wood, structural defects, moisture intrusion, failure of previous paint coatings & insect infestation, painting where the client supplies the paint & material, paint bleed-through caused by wood knots, rust, or cedar, cracks in drywall, plaster or wood surfaces. Repairs will be performed only on the surfaces & areas where failure has occurred. SRCC is NOT responsible for differences in paint color when performing warranty work.

Decorative Concrete - SRCC warrants decorative concrete floors against material failure & workmanship for a period of ONE YEAR given the conditions of normal, residential usage. This warranty does NOT cover concrete cracks or nail holes that may pop out after being filled.

Drywall - SRCC warrants each job for a period of ONE YEAR from completion date against pops & cracks due to settlement movement & shrinkage. Within the one-year period, SRCC will return to the jobsite ONE time to repair the above items. It is recommended that the building go through two seasons (10 to 12 months) before making these final repairs. The repairs will be made so as to require little or no sanding. SRCC is NOT responsible for sanding or painting areas repaired.

Warranty & Service Procedures

The following conditions apply to damages or reportedly damaged Surfaces:

- Warranty requests need to be submitted in writing with supporting photographs by the purchaser of record with SRCC.
- Determination of damage or warranty issue shall be the sole responsibility of SRCC.
- Applicable material that is defective will be repaired or replaced in accordance with SRCC inspections.
- Customers, at their expense, may elect to Contract with SRCC to correct the remaining portions of Surfaces.
- This limited warranty does NOT cover any additional or supplemental repairs or modifications required to perform the warranty work. For example, it does NOT cover removal of tile or cabinetry or damage to drywall required for removal, replacement or repair of stone surfaces.
- This limited warranty does NOT cover damage to stone or surrounding elements resulting from a delayed reporting of a covered warranty defect.
- This warranty is void if any alterations are performed by Owner or third party after contracted work.
- This limited warranty does NOT cover products that have not been paid for in full.
- This limited warranty shall govern the liability of SRCC & supersedes any terms or conditions of Buyer's purchase order or invoice.

For more information about our warranty, please contact: Solid Rock Custom Construction, 14203 W. 158th Terrace, Olathe, KS 66062. Our phone number is (913) 687-2044. Please feel free to call anytime.